TOWN OF MARSHFIELD

SUPPLEMENTAL SPECIFICATIONS FOR PICNIC SHELTER CONSTRUCTION

FEBRUARY 6, 2023

The Town of Marshfield is interested in proposals to construct a 10' x 30' picnic shelter adjacent to the community gardens at the Old Schoolhouse Commons (122 School Street, Marshfield, VT 05658). The shelter shall be built in accordance with the plans prepared by Nathan Phillips dated 9/5/2022 and as per the additional supplemental specifications described below. Alterative designs with the same sized shelter will be considered. The contractor would need to obtain a new Vermont State Fire Permit for an alternative design.

The contractor shall also be required to enter into a contract with the town. A draft contract is included as part of these specifications. The contractor shall be required to meet all requirements specified in the draft contract.

Supplemental Specifications

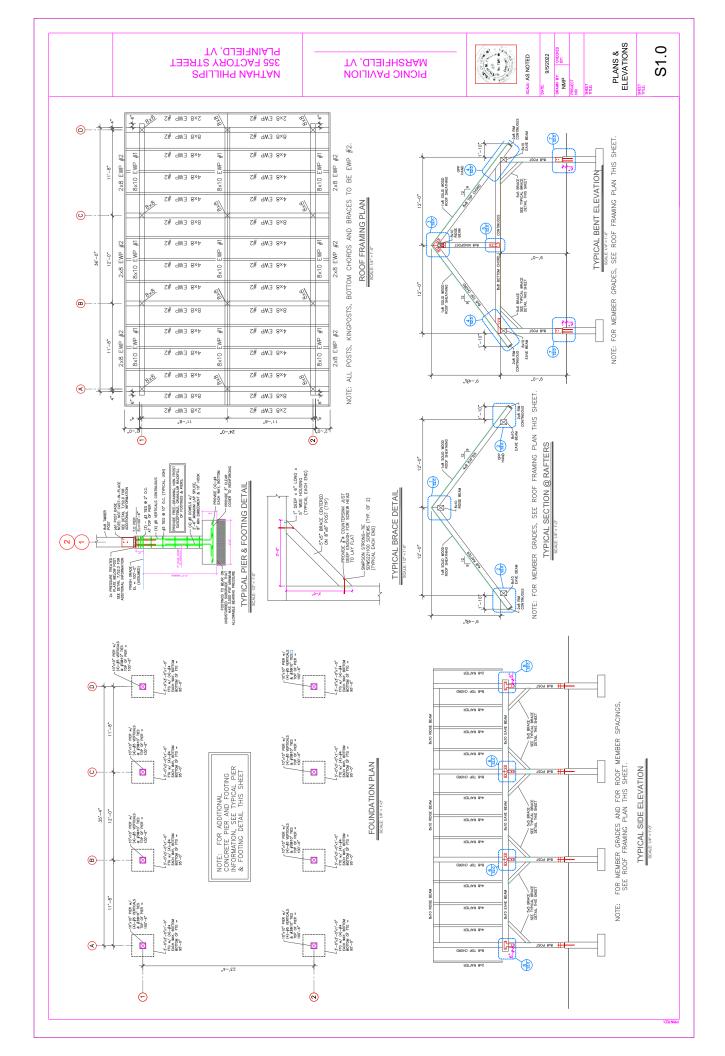
- 1. Electrical work shall not be included as part of the proposal. The contractor shall coordinate any electrical work with an electrician selected by the town.
- 2. The finished surface within the shelter shall be racked smooth. A gravel surface will be installed under the shelter by others after completion.
- 3. The contractor shall examine the existing conditions as part of submitting a proposal. Any additional work required based upon this inspection shall be specified in the proposal.
- 4. The Contractor is responsible to obtain all required inspections from the Vermont Division of Fire Safety and shall meet all conditions specified in the Division of Fire Safety Permit No. 2043098.
- 5. All work shall be completed by December 31, 2021.
- 6. Proposals are due by February 28, 2023, by 4:00 pm.
- 7. The town is planning to award a contract by March 31, 2023. The town reserves the right to reject any and all proposals.
- 8. For questions email clerk@marshfieldvt.gov.

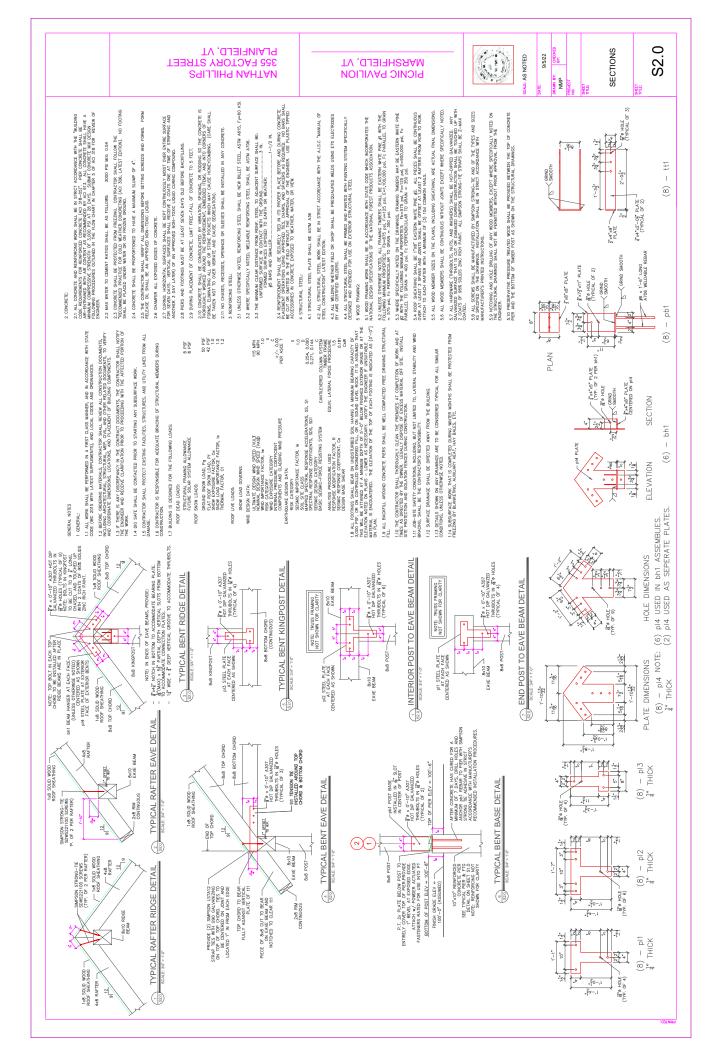
TOWN OF MARSHFIELD

PROPOSAL FOR LIBRARY PORCH CONSTRUCTION

DUE BY FEBRUARY 28, 2023

Contractor Name:
Address:
Phone:
Email:
Lump Sum Cost:
Proposed Start of Construction:
Proposed End of Construction:
Specify any proposed modifications from the plan and specifications:





TOWN OF MARSHFIELD CONTRACT FOR PICNIC SHELTER

This Contract is entered into on [month day, 2023], by and between Town of Marshfield (hereinafter "Municipality") and [Contractor Name], a [type of entity such as "limited liability corporation"] with a principal place of business in [location], Vermont, with a mailing address of [mailing address], (hereinafter "Contractor") for services to Municipality. Municipality and Contractor are referred to collectively as "parties."

In consideration of the mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1: SERVICES PROVIDED

Contractor agrees to perform the following service(s) according to the following timelines or schedule:

Construct a picnic shelter as per the plans prepared by Nathan Phillips dated 9/5/2022 and the written specifications dated ____. The construction shall be completed by December 31, 2023.

Contractor shall perform all services required under this Contract in a good workmanlike manner consistent with industry standards and according to the specifications and performance standards established by Municipality. Municipality has the right to inspect and may reject any services provided by Contractor under this Contract that, in the Municipality's determination, were not completed in a good workmanlike manner or that otherwise failed to satisfy the established specifications or performance standards.

ARTICLE 2: COMPENSATION AND BILLING

Compensation for the above services will be [<u>Terms for rate of payment and timing of payment</u>]. **Invoices and Billing:** [<u>Terms and timing for invoicing and billing</u>].

ARTICLE 3: TERM

The term of this Contract shall be from [<u>start date</u>] to [<u>end date</u>]. The term of the Contract may be extended only by mutual written agreement of the parties.

ARTICLE 4: INDEPENDENT CONTRACTOR

Contractor further acknowledges and agrees that it is an independent contractor and that nothing herein shall be construed to create the relationship of employer and employee between Municipality and Contractor. No employee-related withholdings or deductions shall be made from payments due Contractor. Contractor shall not be entitled to receive any benefits from Municipality and shall not be eligible for workers' compensation or unemployment benefits.

ARTICLE 5: ASSIGNMENT AND SUBCONTRACTING

This Contract is binding upon and inures to the benefit of the heirs, successors, and assigns of the parties hereto. Neither party hereto may assign its rights or obligations under the Contract without the prior written consent of the other party. This Contract shall be governed by the laws of the State of Vermont.

Contractor shall not enter into any subcontract for performance of any services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of Municipality and subject to such conditions and provisions as Municipality may deem necessary or desirable in its sole discretion. If Municipality permits the use of subcontractors, no subcontractor may perform any work under this Contract without first providing Municipality certificates of insurance showing all of the coverages required in Article 10 of this Contract. Contractor shall be responsible for the performance of all subcontractors. Before paying a claim that involves the use of materials or labor supplied by someone other than the Contractor, Municipality may require Contractor to supply proof of payment for such materials or labor. Contractor shall pay the subcontractor(s) for undisputed services provided by them within 45 days of receiving payment from Municipality.

ARTICLE 6: EQUIPMENT AND MATERIALS

Contractor warrants that it has the necessary equipment to provide the services required by this Contract. All materials used or supplied under this Contract shall be of first quality and meet the specifications established by Municipality, if any. Contractor will be solely responsible for supplying, storing, maintaining, and replacing any and all equipment that is necessary for implementing the services under this Contract. Municipality will not supply, nor will it pay for any repairs, maintenance or replacement of, or new equipment expenses, or temporary work related to signs, cones, or other traffic controlling equipment.

Municipality is exempt from sales tax on purchases for materials and products that are permanently incorporated into the infrastructure. Contractor shall pay all legal costs and assessed penalties for improper use of the municipality's exemption certificate number.

ARTICLE 7: PERSONNEL

Contractor is responsible for compliance with all applicable State and Federal laws. Contractor will manage his/her own personnel without general oversight by the Municipality and shall oversee and coordinate sub-contractors that are approved by Municipality. All drivers and equipment operators will be properly trained and have all certifications and valid licensing required to operate said equipment. The Contractor must certify to the Municipality that all drivers operating a commercial motor vehicle are in a federally mandated random drug and alcohol testing program that complies with Federal Motor Carrier Safety Administration (FMCSA) requirements.

Contractor alone shall be responsible for ensuring compliance with all applicable regulatory requirements including but not limited to those from FMCSA and Vermont Occupational Safety and Health Administration (VOSHA).

Contractor further agrees to include this provision in all subcontracts.

ARTICLE 8: SAFETY, TRAFFIC CONTROL AND INSPECTIONS

The Contractor alone shall be responsible for the safety and security at construction sites. Contractor is solely responsible for traffic control, if needed, which practices shall comply with the Manual on Uniform Traffic Control Devices, latest edition.

The Contractor is responsible for contacting Dig Safe prior to any excavation. No excavation is authorized until after Dig Safe has marked all existing utilities. Prior to construction, the contractor shall notify Municipality of adjacent utilities when work activity may affect them.

The Contractor is responsible to obtain all required inspections from the Vermont Division of Fire Safety and shall meet all conditions specified in the Division of Fire Safety Permit No. 2043098.

ARTICLE 9: INDEMNIFICATION

Contractor shall indemnify and hold harmless Municipality, and Municipality's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, claims of outstanding indebtedness, attorneys' fees, liens, and judgments of every nature and description, brought or recovered against them by reasons of any act or omission of the said Contractor, its agents, employees, or sub-contractors, in the execution of the work or in guarding the same. The Contractor shall defend the Municipality and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Contractor or of any agent or subcontractor of the Contractor. The Municipality shall notify the Contractor in the event of any such claim or suit, and the Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities (both public and private). All damage, injury, or loss to any public or private property, by the Contractor, or any sub-contractor, shall be replaced or restored to at least the original condition to the satisfaction of the Municipality at the Contractor's expense.

Nothing in this Contract shall constitute a waiver by the Municipality of any statutory limits or immunities from liability.

ARTICLE 10: INSURANCE

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain during the entire term of this Contract the following insurances with at least the indicated amounts of coverage and provide Municipality a certificate of insurance showing such coverages before providing any services under this Contract: (1) Commercial General Liability insurance coverage with a policy limit of at least \$1,000,000 per occurrence

and \$2,000,000 in aggregate; (2) Business Automobile Liability coverage with total liability limits of at least \$1,000,000; and (3) Statutory Workers' Compensation insurance. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance Contractor may provide a fully executed Non-Employee Work Agreement specifying the particular provision of 21 V.S.A §601(14)(F) that exempts Contractor from having to carry such coverage.

The Contractors policies shall name the Municipality as an additional insured.

ARTICLE 11: WARRANTY AND BOND

Contractor warrants all work performed under this Contract for a period of one year from the date the work is completed and accepted by Municipality.

ARTICLE 12: NON-APPROPRIATION

If this Contract extends into more than one fiscal year of the Municipality and if appropriations are insufficient to support this Contract, the Municipality may cancel at the end of the fiscal year. In the case that this Contract is a Grant that is funded in whole or in part by federal or State funds, and in the event federal or State funds become unavailable or reduced, the Municipality may suspend or cancel this Grant immediately, and the Municipality shall have no obligation to pay Contractor from municipal revenues.

ARTICLE 13: TERMINATION

Municipality may terminate this Contract, with or without cause, upon 30 days written notice.

ARTICLE 14: DEFAULT

The occurrence of any of the following shall constitute default by Contractor and, if not corrected within 10 days of Municipality providing Contractor written notice of the default, shall allow Municipality to terminate this Contract:

- (1) failure to adequately perform or deliver the required services;
- (2) if applicable, failure to provide the required bonds or other security acceptable to Municipality before starting any work;
- (3) declaration of bankruptcy by Contractor;
- (4) making a material misrepresentation to Municipality;
- (5) persistently disregarding laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or
- (6) failure to perform any other material provision of this Contract.

Upon default of this Contract by Contractor, Municipality may withhold any payment due Contractor for purposes of set-off until such time as the exact amount of damages due is determined. Such withholding shall not constitute default or failure to perform on the part of Municipality.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances unless the act or occurrence could have been foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, acts of public authorities, or delays or defaults caused by public carriers; provided the non-performing party gives notice as soon as possible to the other party of the inability to perform. The Municipality and the Contractor agree to attempt to resolve quickly all matters related to uncontrollable circumstances and use all reasonable effort to mitigate its effects.

In addition to the above, in the event of a State or Federal Disaster Declaration, Municipality reserves the right to suspend certain provisions of this Contract to conform with FEMA or Vermont Emergency Management regulations and directives.

Upon completion of the work or upon termination of the Contract, the Contractor shall remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from its operations, leaving the premises in a neat and presentable condition. In the event of failure to do so, the same may be done by the Municipality at the expense of the Contractor.

ARTICLE 15: REMEDIES

Default or breach of this contract by Contractor shall entitle Municipality to seek remedies under law and as provided by this Contract. In the event this Contract is terminated by reason of default by Contractor, Municipality may recover the necessary costs of termination, including but not limited to, administrative, attorneys' fees and legal costs, from Contractor. Except when caused by uncontrollable circumstances, if Contractor fails to meet any performance deadlines established by this Contract, or fails to perform in accordance with the specification, terms, and conditions of this Contract, Municipality shall have the right to purchase the services and materials from other sources on the open market or to purchase those items necessary to continue functioning until delivery from Contractor is complete. Municipality may deduct as damages from any money due or coming due to Contractor the differences between Contractor's price and the higher price or the costs of temporary items. Municipality may require Contractor, at Contractor's sole expense, to re-perform any items of work provided for in this Contract that do not meet the established specifications, standards, or Municipality directives.

Any remedies available to Municipality are cumulative and not exclusive. The seeking or exercising by Municipality of a remedy does not waive its right to seek or exercise any other remedy available to it at law, in equity, by statute, or under this Contract.

ARTICLE 16: ARBITRATION

Should disputes arise between the Contractor and the Municipality about this Contract or any related matter, the parties agree to arbitrate any such controversy, pursuant to the Vermont Arbitration Act, 12 V.S.A. § 5651 et seq.

ARTICLE 17: CONTRACT DOCUMENTS

This Contract shall constitute the entire agreement between the parties on the subject matters. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. There shall be no modifications or amendments to this Contract or to the Addendum unless said changes, modifications, or amendments are in writing duly executed by the parties.

ARTICLE 18: SEVERABILITY

The provisions of this Contract are severable and if a court of competent jurisdiction holds any portion of this Contract unconstitutional or invalid, the remainder of this Contract shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties do hereby execute this Contract on the day and year first written above.

MUNICIPALITY: By the members of its Selectboard:

	In the presence of:
	Witness as to Municipality
	Whitest as to Wallerpainty
NT	TRACTOR:
	By:
	[Name and title], duly authorized representative of Contractor
	In the presence of:

ACKNOWLEDGMENT OF ARBITRATION

We understand that this Contract contains an agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator.

JINI	ICIPALITY: By the members of its Selectboard:
	In the presence of:
	Witness as to Municipality
CO	ONTRACTOR:
•	
	By:
	[Name and title], duly authorized representative of Contractor
	In the presence of:
	III iii Produce er
	Witness as to Contractor



VERMONT DEPARTMENT OF PUBLIC SAFETY

DIVISION OF FIRE SAFETY



Office of the State Fire Marshal, State Fire Academy and State Haz-Mat Team
www.firesafety.vermont.gov

CONSTRUCTION PERMIT LETTER

		Project Information			
Site Number	106116	Project Number 479012	Permit Number 2056400		
Project Name:	New Building				
Building Name:	Old School House Commons	Applicant Company:	Town Of Marshfield		
Building Address:	122 School Street	Applicant Name:	Richard Baker		
	Marshfield, VT	Applicant Address:	122 School Street		
			Marshfield, VT 05658		
		Project Summary			
Construction of 2	4'x36' open sided picnic shelte	er.			

Building Classification							
Basement:	No	Stories above Grade Plane #:	1	Mezzanine:	No		
SF of Largest Story:	864	Total Building Area:	864				
Construction Type:	VB - V(000)	Unprotected Wood frame	Risk Categ	ory (Structural):	II		
Occupancy Type:	A3-Assemb	oly	3				

Fire Protection Systems						
Sprinkler System * *	No	a *		¥		
Stand Pipe * *	No					
Fire Alarm System * *	No					
Single Station Smoke Alarms	No	Single Station CO Alarms:	No			
Commercial Kitchen Hood * *	No					
Clean Agent System * *	No		a			
Other * *			100			

Project Contacts							
Regional Office:	Waterbury 8	802-479-4434	45 State Dr Waterbury, V	/T 05671			
Plans Reviewer:	Ryan Aremburg	g	802-479-7577	Ryan.aremburg@vermont.gov			
Field Inspector:	Maurice VanDe	emark II	802-585-6474	Maurice.Vandemark@vermont.gov			
Electrical Inspector:							
Plumbing Inspector: John Hammer		802-249-0271	John.Hammer@vermont.gov				
Building Owner:	Town Of Marsh	nfield	802-426-3305				
Project Contractor:	TBD			.*			
Design Professional:	Nathan Phillips		802-454-1349				

It is the responsibility of the applicant to contact the above inspectors to set up a schedule of inspections at the start of the project. Final inspections shall be conducted by all trades prior to use or occupancy

Site Number	106116	Project Number 479012	Permit Number 2056400
Project Name:	New Building		4

Conditions

The application and submittals for the above referenced project have been reviewed, and the permit is **APPROVED**. This approval applies only to the information listed on the drawings and specifications that have been submitted, and does not apply to any violations found on site during the course of field inspections. The project may proceed provided the work is done in compliance with the 2015 Vermont Fire and Building Safety Code, the plans and specifications submitted to this office, and the following conditions:

- 1 The 2015 NFPA 1 Fire code, the 2015 NFPA 101 Life safety code, and the 2015 ICC International Building Code will apply to this project as amended by the 2015 Vermont Fire and Building Safety Code
- 2 Wayne Dunlap is interim electrical inspector and can be reached at wayne.dunlap@vermont.gov
- 3 Enclosed with this construction permit approval letter is a "Final Construction Valuation Form". This form must be filled out including all change orders, and submitted to the Division of Fire Safety regional office prior to the approval for occupancy of your building or project.
- 4 The building must meet or exceed the accessibility standards for new construction and the alterations incorporated in 28 CFR Part 35 and 36, The 2010 ADA Standard for Accessible Design, as amended in 20 VSA chapter 174 and the Vermont Access Rules.
- 5 The 2020 Vermont Electrical Safety Rules apply to this project. An electrical work notice shall be obtained and all work inspected for all projects. All work shall be done by a Vermont Master Electrician with the exception of 1 & 2 family dwellings.
- 6 The 2018 Vermont Plumbing Rules will apply to this project. All work shall be done by a Vermont master plumber who has obtained a plumbing work notice before starting any work.
- 7 Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply NFPA 1 Chapter 16, and NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations (NFPA 1 16.1.1)

The enclosed Construction permit poster shall be posted at the building site in a conspicuous location open to public view. This permit does not include any of the additional required permits as listed above, such as plumbing, electrical, etc., which are required to be submitted by the respective trades. It is the responsibility of the permit applicant to see that all subcontractors have their respective work notices.

This letter has been sent to the applicant only. It is the responsibility of the applicant to ensure that a copy of this letter is distributed to all applicable parties, as well as ensure that a copy be available at the job site at all times.

In addition to periodic inspections, final inspections shall be performed by all pertinent field inspectors prior to occupying, or reoccupying any building, or portion of any building, or use of any fixed equipment affected by the work permitted above. Examples of required inspections are: State Electrical Inspector, State Plumbing Inspector, and the Assistant State Fire Marshal. It is the applicant's responsibility to coordinate these inspections with the respective trades. Appointments with the appropriate inspectors listed on page one of this letter, must be made within fifteen (15) days prior to the completion of the project. At the time of the final inspection and prior to the issuance of a certificate of occupancy, the field inspector will verify that the proper permits and work notices have been obtained.

This permit does not satisfy the requirements of local municipalities. You must contact local authorities to determine those requirements. Any change to the project, such as change orders or addendums, must be submitted to this department for approval. This permit expires after twelve (12) months unless commencement of the project has begun and remained continuous.

If you have any questions or if I can be of further assistance, please contact me

Ryan Aremburg - Assistant State Fire Marshal

Ryan C. Crowby

8/29/2022



VERMONT DEPARTMENT OF PUBLIC SAFETY

DIVISION OF FIRE SAFETY



Office of the State Fire Marshal, State Fire Academy and State Haz-Mat Team www.firesafety.vermont.gov

FINAL CONSTRUCTION VALUATION

This form shall be completed and any returned to the below Division of Fire Safety regional office with any additional payment, prior to requesting a final inspection. A final inspection is required prior to occupying, or reoccupying any building, or portion of any building, or use of any fixed equipment affected by the work approved by the associated construction permit

The Division of Fire Safety Waterbury Regional office, 45 State Dr. - Waterbury, VT 05671

Project Name:	New Building					
Building Name:	Old School House Commons		Applicant Company:	Town Of Marshfie	eld	
Building Address:	122 School Street		Applicant Name:	Richard Baker		
	Marshfield, VT		Applicant Address:	122 School Street		
	0			Marshfield, VT 05	658	
	Final (Cor	nstruction Valuation			
9		a.	Site work		\$	×
		b.	Valuation of building construction		\$	
	based on the total valuation of new	c.	Fixed equipment		\$	
ACT THE RESIDENCE OF THE PARTY.	habilitation work for which the stained For projects involving	d.	d. Electrical e. Plumbing		\$	
	nd donated material, the valuation	e.			\$	*
of construction work is based on the value of the volunteer labor as well as the donated materials when calculating the permit fee. The current fee is \$8.00 per \$1,000 (0.008) of construction valuation for all construction and			f. Elevator, LULA, Lift		\$	
			g. Heating, Ventilation, Air Cond. h. Consulting Services			
			I. Other		\$	
			j. Sprinkler System		\$	
			Other fire Suppression	Systems	\$	
rehabilitation work.		l.	Fire Alarm System		\$	r
	*		TOTAL FINAL VALUATION		\$	
v		Fe	e Calculation			
[Line 1] Total Final Valuation (from above) [Line 2] Initial Estimated Construction Valuation (from Permit Application) [Line 3] Construction Valuation Difference (Line 1 - Line 2)					\$	
					\$	50,000.00
					\$	
[Line 4] Additional Fee Owed (Line 3 x \$0.008)				\$		
	The amount on line 4 is the ac	ddi	tional fee owed to the	Division of fire Sa	fety	
	by my signature under 13 V.S.A. 301					e state) that

Page 3 of 4

* * For office use only below this line * *

Received Date

Date:

Signature of Applicant:

479012 2056400

106116



VERMONT DEPARTMENT OF PUBLIC SAFETY

DIVISION OF FIRE SAFETY



Office of the State Fire Marshal, State Fire Academy and State Haz-Mat Team www.firesafety.vermont.gov

CONSTRUCTION PERMIT

BUILDING NAME Old School House Commons

ADDRESS 122 School Street

Marshfield, VT

PROJECT TYPE New Building

SITE#

106116

PROJECT #

479012

PERMIT #

2056400

DATE ISSUED

August 29, 2022

ISSUED BY

Ryan Aremburg

Assistant State Fire Marshal

Reference the permit review letter for any conditions

This permit poster shall be posted at the building site in a conspicuous location open to public view. In addition to this poster, a copy of the permit review letter shall be available on site at all times